

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
FAX (801) 538-3882
<http://www.purchasing.state.ut.us>

Request for Quotation

Solicitation **JG3007**
Number:
08/19/02
Due Date:
July 29, 2002
Date Sent:

Goods and services to be purchased: **DRILLING OF BOREHOLES FOR GROUND-WATER & SOIL SAMPLING**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No _____. If no, enter where produced, etc. _____

Offeror's Authorized Representative's Signature	Date
Type or Print Name	Position or Title

STATE OF UTAH
DIVISION OF PURCHASING &
GENERAL SERVICES

Request for Quotation

Solicitation Number: JG3007

Due Date: 08/19/02

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	4	EACH	<p>BIDS ARE BEING SOUGHT BY THE DEPT. OF ENVIRONMENTAL QUALITY FOR THE DRILLING OF BOREHOLES FOR GROUND-WATER AND SOIL SAMPLING ON <u>PRIVATE PROPERTY @ 1700 N. BECK STREET, SALT LAKE CITY, SALT LAKE COUNTY, UTAH</u>, DURING THE MONTH OF AUGUST 2002.</p> <p>A CURRENT WELL DRILLERS LICENSE IS REQUIRED.</p> <p>A 5% BID BOND IS NOT REQUIRED; HOWEVER, A 100% PERFORMANCE/PAYMENT BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER, PLEASE COMPLETE THE ATTACHED BOND STATEMENT AND SUBMIT ALONG WITH YOUR BID.</p> <p>THIS IS A QUOTE; THEREFORE, YOU MAY FAX YOUR RESPONSE BACK TO (801) 538-3882 WITH THE SOLICITATION NUMBER REFERENCED ON ANY DOCUMENTS SUBMITTED.</p>	\$	\$

FOR QUESTIONS REGARDING THE SPECIFICATIONS AND/OR SCOPE OF WORK PLEASE CONTACT CRAIG BARNITZ @ (801) 536-0071.

FOR BID PROCESSING QUESTIONS PLEASE CONTACT JARED GARDNER @ (801) 538-3342.

REF RX# 480/34-1

REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

1. QUOTATION PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. (f) By signing the quotation the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This quote may not be withdrawn for a period of 60 days from quote due date. (h) Incomplete quotes may be rejected.

2. SUBMITTING THE QUOTATION: (a) The quote must be signed in ink and returned to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by due date and time. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) The state reserves the right to consider faxed quotes. Fax quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the Request for Quotation (RFQ). Access to state facsimile machine is on a "first come first served" basis and the state does not guarantee the vendor's access to the machine at any particular time. (c) All prices quoted must be both F.O.B. Origin and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the quotation for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. FAILURE TO RESPOND: Failure to respond may result in the removal of your firm from the vendor's list for the commodity(s) listed.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their quote which is not to be disclosed to the public or used for purposes other than the evaluation of the quote. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any quote will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Quotes submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BONDS: The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the vendor in an amount not to exceed the amount of the contract.

6. SAMPLES: Samples of item(s) specified in the RFQ, when required by DIVISION, must be furnished free of charge to DIVISION. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the vendor's expense.

7. WARRANTY (including Year 2000):

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of Utah under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, **especially to ensure year 2000 compatibility and fitness**, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which

the State has not been warned. In general, "**year 2000 compatibility and fitness**" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. If problems arise, the contractor will repair or replace (at no charge to the State) the product whose noncompliance is discovered and made known to the contractor in writing. If there is a Year 2000 problem, the contractor agrees to immediately assign senior engineering staff to work continuously until the product problem is corrected, time being of the essence. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract with respect to defects other than Year 2000 performance.

8. DIVISION APPROVAL: Purchase Orders placed, or contracts written, with the State of Utah, as a result of this RFQ, will not be legally binding without the appropriate signature of the DIVISION.

9. AWARD OF CONTRACT: (a) **This is an informal quotation which will not be read at a public opening;** however, the information may be publicly reviewed after award. To obtain a copy of this record (tabulation) you may either enclose a stamped self-addressed envelope, or review tabulation in our office. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible vendor that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The DIVISION may accept any item or group of items, or overall low quote. (d) The DIVISION has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DIVISION can reject any and all quotes or waive any informality, or technicality in any quote received, if the DIVISION believes it would serve the best interest of the State. (f) Before, or after, the award of a contract the DIVISION has the right to inspect the vendor's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law which will be applied against vendors quoting products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.

10. ANTI-DISCRIMINATION ACT: The vendor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.state.ut.us. (Revision April 1, 1999 - RFQ.Instructions)

STATE OF UTAH
DIVISION OF PURCHASING

BOND STATEMENT

BIDDING REQUIREMENTS

A 5% bid bond or cashier's check is required by all vendors bidding on this project. The bid bond must be attached to bid or it will be disqualified. Checks submitted will be returned certified mail after an official award has been made.

AWARD REQUIREMENTS

A 100% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

_____ 100% CASHIERS CHECK

_____ 100% PERFORMANCE/PAYMENT BOND

Bond/Ins. Company_____

Agent Name_____

Fax #_____ Phone #_____

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond.** After this time the contract will be officially released to the award vendor.

**UTAH
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION**

**SUBSURFACE DRILLING AT THE
1700 NORTH BECK STREET PLUME**

**Part I, Request for Bids
and
Part II, Scope of Work**

State Procurement Purchase Order Number _____

_____, 2002

Utah Department of Environmental Quality
Division of Environmental Response and Remediation
168 North 1950 West, 1st Floor
Salt Lake City, UT 84116
(801) 536-4100

Part I Request for Bids

INSTRUCTIONS AND INFORMATION FOR BIDDERS

This solicitation is made pursuant to the Small Purchase Procedures in Rule R33-3-303 of the Utah Administrative Code for the purchase of services between \$2000 and \$20,000.

1. DESCRIPTION OF THE WORK and SUBMISSION OF BID. Bids are sought by the Utah Department of Environmental Quality (UDEQ) for the drilling of boreholes for ground-water and soil sampling on private property at 1700 North Beck Street in Salt Lake City, Salt Lake County, Utah during the month of August 2002. In 1995, seven monitoring wells were installed on an adjacent property using hollow stem auger technology. Drill logs prepared at the time describe the lithology of the site is comprised of gravel, cobbles, and possibly boulders at the lower depths (between 30-40 feet). Depth to ground water is approximately 30 feet. Due to the nature of site conditions, bids for drilling services using O-DEX, air rotary, or similar drilling methods are preferred. Bidders shall be solely responsible for the drilling technology they select for conducting this Work. Monitoring wells have previously been completed near the site using auger drill technology and bids for auger drill technology will be considered, if in the bidder's best judgment, the Work can be completed with such technology. However, if the Work cannot be completed with auger technology, the successful bidder must complete the Work in full with other appropriate drilling technology at no additional cost to the UDEQ. The Work to be conducted under this bid document is described in more detail in Part II, Scope of Work. **Any questions or comments shall be directed to the UDEQ Project Manager - Craig Barnitz (801) 536-0071.**

Bids must be received by 5 p.m. local time, August 19, 2002 at the:

UTAH DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING-CAPITOL HILL
3150 State Office Building
Salt Lake City, Utah 84114
PHONE: (801) 538-3026
FAX: (801) 538-3882

2. BID DOCUMENTS. The bid documents, which have been provided with this Request for Bids include:

Part I

- Instructions and Information for Bidders
- Bid Form
- Bid Schedule
- Qualification Statement and Certification

Part II

- Scope of Work
- Exhibit 1 (Example: Site Health and Safety Plan)
- Exhibit 2 (Indemnification, Insurance, and Liens Requirements for Drilling Services)
- Exhibit 2A (Certificate of Insurance and Endorsement)
- Figures 1 & 2 (Maps of the general site location and sampling locations taken from the Site Inspection Work Plan)

3. BID DEPOSIT OR BOND. A bid bond is not required, but a 100% Performance/Payment bond will be required of the successful bidder.

4. BID SUBMITTAL and QUALIFIED BIDDERS. Each bidder shall submit the following:

- A fully executed Contract Total Amount bid for the Work on the attached Bid Form.
- A completed Bid Schedule, showing the bid items, the unit price for each bid item, and the contract total amount.
- A completed Bidder's Qualification Statement and Certification, which requires verification of a well driller license (if appropriate for this Work) and appropriate OSHA training, and a statement certifying that the Contractor will develop a site-specific Site Health and Safety Plan, meeting the requirements in Part II, Scope of Work, Section D2, which will be made available to and complied with by all of the Contractor's field personnel who will conduct the Work described herein.

Only bids submitted by qualified bidders as documented in the Qualification Statement and Certification will be considered.

5. SPECIFIC CONTRACT MATTERS. The Contractor's duties and Work requirements are set forth in Part II, Scope of Work.

6. CONSIDERATION OF BIDS. The Contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth herein with the lowest Contract Total Amount, if all bids are not rejected or there is not a cancellation of the solicitation. Any and all bids may be rejected in accordance with applicable State and Federal law. The award of the Contract is contingent upon the availability of funding. UDEQ may terminate the bidding process at any time, if appropriate funding is not available or for any other reason. Bidders engage in the bidding process at their own risk, with no assurance that the Contract will definitely be awarded to anyone.

7. POST-AWARD REQUIREMENT. UDEQ will notify the apparent successful bidder in writing of the purchase order number. Within seven (7) calendar days of such notification, the apparent lowest bidder shall deliver the following post award submittal:

(a) **Certificate of Insurance and Endorsement.** Certificate of Insurance and Endorsement as specified in the Part II, Scope of Work, Section D9 and Exhibit 2.

If the post-award submittal is not properly and timely furnished, UDEQ may cancel the award and award the Contract to the next lowest bidder.

8. NOTICE TO PROCEED. The Contract becomes effective upon issuance of the Notice to Proceed. The Notice to Proceed shall not be issued and no Work can commence, regardless of whether or not a purchase order has been issued, until the post-award submittals are provided to UDEQ. The Notice to Proceed will be issued within thirty (30) days after the Contractor properly submits the post-award submittals. Should there be reasons why the Notice to Proceed cannot be issued within such period, through no fault of the Contractor, the time may be extended by mutual agreement between UDEQ and the Contractor. If the Notice to Proceed is not issued within the thirty (30) day period, through no fault of the Contractor, or within the period mutually agreed upon, the Contractor may withdraw its bid without further liability on the part of either party.

BID FORM

Each bidder shall submit a fully executed total amount bid for the Work on the Bid Form based upon the sum of unit prices on the attached Bid Schedule.

PROJECT: Superfund Branch Site Investigation and Drilling activities at
1700 North Beck Street, Salt Lake City, Salt Lake County, Utah.

TO: Utah Department of Administrative Services
Division of Purchasing – Capitol Hill
3150 State Office Building
Salt Lake City, UT 84114

FROM: Bidder's Name _____
Address _____
City _____ State, _____ Zip _____

Proposal from above named Bidder (hereinafter called "Bidder"), organized and existing under the laws of the State of Utah doing business as a (indicate whether a corporation, partnership, sole proprietor, etc. and the tax identification number) _____, to the Utah Department of Environmental Quality (UDEQ).

In compliance with your Request for Bids, Bidder hereby submits bid to furnish all labor, equipment and materials to perform all Work for the above referenced project; in strict accordance with the bid documents, within the time set forth therein, and at the unit prices stated in the Bid Schedule which govern, amounting in the Contract Total Amount of \$_____. _____.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid had been arrived at independently, without consultation, communication, or agreement as to this bid with any other bidder or with any competitor.

Bidder hereby agrees to submit the post-award submittals necessary to obtain a Notice to Proceed, and after receiving the Notice to Proceed to commence and complete Work in accordance with the Scope of Work in August of 2002.

NOTE: Bids shall include sales tax and all other applicable taxes and fees. All unit prices are to include all Work necessary to complete each unit price task, i.e., transportation, disposal, etc.

Bidder's Company Name: _____
Typed or Printed

By: _____ Date: _____
Signature

Typed or Printed

BID SCHEDULE

Contractor shall complete the portion of the Bid Schedule for listing unit prices, inserting its unit bid price for each item. The unit bid price times the quantity determines the total price for each bid item. The summation of total bid prices results in the Contract Total Amount. In the case of an error in extension, the unit price shall govern. Failure to enter a price for any bid item will cause the entire bid to be thrown out as non-responsive.

Unit prices shall include all Contractor's costs, expenses, general conditions, overhead, labor, material, supervision, tools, equipment, insurance, bond premiums, taxes, fringe benefits, coordination and all other necessary costs, including the Contractor's profit.

	ITEM	UNIT	QUANTITY	UNIT PRICE	PRICE
1.	Mobilization/Demobilization.	L.S.*	1	_____	_____
2.	Obtain barricades and permits.	L.S.	1	_____	_____
3.	Pre-Installation/Utility-Location briefing.	L.S.	1	_____	_____
4.	Extraction of soils from borehole locations for sample collection.	L.S.	4	_____	_____
5.	Extraction of ground water from borehole locations for sample collection.	L.S.	4	_____	_____
6.	Submit a copy of field notes and ground-water level information.	L.S.	1	_____	_____
7.	Site Reclamation/Abandonment	L.S.	4	_____	_____

CONTRACT TOTAL AMOUNT \$ _____

In Numbers

In Words

Signature of Bidder

Date

*L.S. = Lump Sum

NOTE: By signing and returning this completed Bid Schedule and other documents, the Bidder is agreeing to comply with the terms and conditions outlined herein. Payment will be lump sum payment based upon the Bidder's Contract Total Amount specified above, and will be made upon UDEQ acceptance of the Work and submittal by the Contractor of the required forms.

C:\Documents and Settings\kbrereton\Local Settings\Temp\JG3007SPECS1.DOC

For UDEQ Office Use Only

- Bid Form
- Bid Schedule
- Qualification Statement Certifying:
 - Well Drillers License
 - 40 Hour HAZWOPER Certification
 - Site Health and Safety Plan
- Pre-Installation/Utility-Location Briefing
- Certificate of Insurance and Endorsement

BIDDER'S QUALIFICATION STATEMENT AND CERTIFICATION

THE UNDERSIGNED certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: Division of Purchasing – Capitol Hill.

- A. Well Driller's Licensing Requirements. List the required well driller's license number and expiration date, **and** attach a photocopy of the license. (Note: A Well Driller's License may not be required for all drilling/boring work contracted by UDEQ.)

License Number: _____ Expiration Date: _____

- B. OSHA Training. Contractor will only use personnel with appropriate OSHA training to perform the Work. Attach copies of 40-hour OSHA 29 CFR 1910.120(e) training certificates of all personnel to be involved in Work at the site.

- C. The Contractor will develop a Site Health and Safety Plan, meeting the requirements in Part II, Scope of Work, Section D2, which is appropriate to the 1700 North Beck Street Plume site, which will be made available to and complied with by all of the Contractor's field personnel who will conduct Work on this site.

This Bidder's Qualification Statement and Certification shall be signed by the same person signing the Bid Schedule and the Bid Form.

By: _____ Date: _____

Title: _____

State of Utah

County of _____

On this _____ day of _____, 2002, _____, personally appeared before me, _____, and duly acknowledged that he/she executed the above certification.

NOTARY PUBLIC

Residing at:

My Commission Expires:

Part II SCOPE OF WORK

A. INTRODUCTION

The State of Utah, Department of Environmental Quality (UDEQ), Division of Environmental Response and Remediation (DERR) is soliciting bids for the drilling of four (4) boreholes or temporary monitoring wells and the performance of Work in accordance with Title 40 Code of Federal Regulations (CFR) Protection of the Environment. Sampling activities at the site will be conducted as part of a Site Inspection (SI)¹ Work Plan administered under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (Superfund), and the Superfund Amendments and Reauthorization Act of 1986 (SARA), in accordance with provisions in the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), including all other applicable State and Federal laws, rules, and regulations. Through a Cooperative Agreement with the U.S. Environmental Protection Agency, Region VIII (EPA), UDEQ will conduct a SI on a parcel of land hereafter recognized under the project name **1700 North Beck Street Plume** (hereafter referred to in this document as the “Beck Street Site”) located in the northeastern section of Salt Lake City, Salt Lake County, Utah. The purpose of the SI is to perform a screening level assessment to determine if threats to public health and the environment exist, and to provide information necessary to support a decision regarding the need for further CERCLA action or other appropriate action at the site.

The purpose of this solicitation is to obtain a bid for Services to assist in conducting a subsurface investigation for soil and ground-water contamination by drilling four (4) boreholes or temporary monitoring wells to access ground water at the site. Installation or completion of permanent monitoring wells will NOT be part of requested drilling activities for the Beck Street site. Ground water at the site is estimated at a depth of 30 feet. Site lithology is composed of gravel and cobbles with possibly boulders at the lower depths. The Contractor will provide a brief description of the best appropriate drilling method in the Bid Schedule.

Contaminants to be evaluated include volatile organic compounds (VOCs). The maximum number of separate boreholes or temporary monitoring wells to be completed is four, the approximate sampling locations are shown in Figure 2. More precise locations for the boreholes or temporary monitoring wells will be determined by the UDEQ Project Manager during the Pre-Installation/Utility-Location Briefing discussed in Section D1 below. It is anticipated that at least one soil sample and one ground-water sample will be collected from each new borehole or temporary monitoring well location. Additional ground-water samples may be collected from existing monitoring wells within the site area.

B. BACKGROUND

The Beck Street site is located on the east side of North Beck Street and located in an industrial corridor of Salt Lake City. Concentrations of tetrachloroethene (PCE), trichloroethene (TCE), 1,1,1-trichloroethane (TCA) and Benzene have been detected in ground water at the Beck Street Site at levels exceeding the Maximum Contaminants Levels (MCL) for ground water. In February 1995, trichloroethane (TCA) and other organic compounds were detected in a sample collected from a monitoring well up gradient of the Petrochem/Ekoteck site. Subsequent ground-water sampling, initiated by Monroc, Inc., in the area identified PCE, TCE, and other chlorinated solvents as well as Benzene in the ground water.

C. SITE CHARACTERISTICS

The site is located in an industrial corridor to the north of downtown Salt Lake City. The site is situated among a number of commercial and industrial businesses. Properties vary between paved and unpaved areas.

¹ A Site Inspection is a CERCLIS screening evaluation prepared in accordance with U.S. EPA guidance that will involve the collection of a limited quantity of environmental samples, the laboratory analyses of those samples, and the preparation of an analytical results report.

The lithology below the site is determined by its location at the base of the Wasatch Mountains. Basin–fill deposits were eroded from nearby mountains and deposits into the Salt Lake Valley. Coarser-grained sediments were deposited at the valley margins, while the fine-grained sediments are located closer to the valleys center. Monitoring wells drilled to depths of 30 feet found thin beds of silty sand and clay underlain by cobble and gravel. The general nature of the soil would be characterized as poorly sorted sand, gravel, and cobble. A soil survey of the Salt Lake Valley identified the soils at the site as primarily Decker-Lasil-Terminal association soils. Soils of this association are somewhat poorly drained, moderately saline-alkali soils on lake plain. Depth to ground water at the site is estimated to be about 30 feet bgs. The hydraulic gradient is relatively flat (0.001 ft/ft³) and the direction of ground-water flow is generally to the west.

D. DUTIES OF THE CONTRACTOR AND UDEQ

Said parties shall perform the following Work and Services:

1. PREPARATORY WORK

1.1. **PRE-INSTALLATION/ UTILITY-LOCATION BRIEFING.** The Contractor shall investigate and document the location of all public utilities (e.g., Blue Stakes and all other relevant public utilities) on the drilling site areas. If necessary, the Contractor will also be responsible for hiring a private utility locator to mark private properties for all subsurface utilities prior to initiating any Work at the project area. The Contractor will coordinate with the UDEQ Project Manager to schedule a Pre-Installation/Utility-Location Briefing with the utility locator(s) to pre-determine the prospective well locations.

1.2. **RIGHTS-OF-WAY.** The Contractor shall obtain any necessary barricading permits from the appropriate agency or agencies to perform Work in the state highway(s), city street(s), or other public access areas, as needed. The Contractor shall be responsible for supplying and setting up the necessary barricades in accordance with the right-of-way permits, in order to provide for a safe working environment.

1.3. **ACCESS.** UDEQ will secure all the Grant of Access documentation for performance of Work on private and public property required for the Beck Street Site.

2. SITE HEALTH AND SAFETY PLAN AND CERTIFICATION OF OSHA REQUIRED TRAINING

The Contractor shall develop a Site Health and Safety Plan for its employees specific to the Work as described herein. The Site Health and Safety Plan does not need to be submitted to UDEQ. The contractor shall certify in the Bidder's Qualification Statement and Certification form that a Site Health and Safety Plan specific to the Beck Street Site will be developed, made available to, and complied with by the Contractor's field personnel who will conduct the Work on this site. An example of a Site Health and Safety Plan, which includes a hospital route, is shown in Part II, Scope of Work, Exhibit 1. Based on the minimum exposure expectation at the site, UDEQ recommends modified Level D personal protection equipment (PPE) will be worn by workers at all times. However, the Contractor will provide for a safe working environment while conducting the Work specified herein, and should have the appropriate level of PPE available for use, if deemed necessary.

The Contractor shall certify in the Bidder's Qualification Statement and Certification form that all of the Contractor's personnel involved with on-site activities have taken the appropriate OSHA training and provide copies of the training certificates for 40-hour safety training in accordance with OSHA 29 CFR 1910.120(e) for all Contractor personnel who will be involved in Work on the site.

3. SCHEDULING REQUIREMENTS

The Contractor shall be capable of beginning Work at the Beck Street Site (as described above in Part II, Section B, Background, and as shown on Figure 2) within 15 working days from the date a purchase order number is received. Sampling activities are tentatively scheduled for August 2002. The fieldwork shall be completed in a timely manner after site activities have commenced. UDEQ estimates 2 or 3 days will be necessary to complete the fieldwork described herein.

4. QUALITY ASSURANCE: AVOIDANCE OF CONTAMINATION

The Contractor must take all reasonable precautions to prevent the entrance of oils, grease, surface water, and/or other contaminants from entering sample locations through their equipment, materials, and actions. All other downhole equipment shall be cleaned and decontaminated. Sampling equipment will be decontaminated between each sample location to prevent cross contamination. The Contractor shall comply with all applicable State regulations and EPA guidance related to site inspection, borehole installation, well development, equipment cleaning, avoidance of contamination and cross-contamination, and verification and documentation of cleaning and decontamination procedures.

5. DRILLING METHODOLOGY

In order to determine the vertical extent of contaminated soil and groundwater at the site, a total number of four (4) boreholes or temporary monitoring wells will be drilled on-site to an approximate completion depth of 30 feet below grade. DERR personnel will conduct all soil and ground-water sampling and field screening on the site. The Project Manager will determine site sampling locations, based on site conditions and actual utility locations. Ground-water and soil samples shall be collected from each location. Soil samples will be taken at a depth to be determined by site conditions and ground-water samples will be collected upon determination of depth to water table. Ground water is estimated to be approximately 30 feet bgs. Each ground-water sample collected will consist of at least two (2) 40 ml jars, one (1) liter bottle, and one (1) 2360 ml amber jug. The Contractor shall drill the boreholes or temporary monitoring wells using appropriate drilling technology given the aforementioned site conditions, and shall extract soil and groundwater for sampling by DERR personnel. DERR will obtain at least one soil sample and one ground-water sample from each borehole or temporary monitoring well. Additional samples will be collected, time permitting, at selected boreholes depending on field screening and site conditions.

6. ENVIRONMENTAL SAMPLING

The Contractor will be responsible for the drilling equipment and for providing the related sampling equipment necessary for UDEQ to obtain the environmental samples (e.g. pumps, split spoons). UDEQ will be responsible for the collection of samples and performing any field screening or laboratory analyses of environmental samples.

Approximate sample locations for the Beck Street Site are indicated in Figure 2 included in this Bid Request. The four (4) boreholes or temporary monitoring wells will be drilled to access ground water to collect samples **17NB-GW-03**, **17NB-GW-04**, **17NB-GW-05**, and **17NB-GW-06** and the respective soil samples **17NB-SS-10**, **17NB-SS-11**, **17NB-SS-12**, and **17NB-SS-13**. Sample **17NB-GW-08** is a duplicate sample collocated with sample **17NB-GW-04**. General descriptions of these sample locations are as follows:

- \$ Samples **17NB-GW-03/17NB-SS-10** will be collected from the area northeast of the Save Most property. This will be collected as a background sample to identify the background conditions for the site.
- \$ Samples **17NB-GW-04/17NB-GW-08/17NB-SS-11** will be collected from the area at the west of the Save Most Storage lockers.
- \$ Samples **17NB-GW-05/17NB-SS-12** will be collected from the south side of the Save Most Storage

lockers. This location varies between paved and unpaved areas depending on selected field location.

- § Samples **17NB-GW-06/17NB-SS-13** will be collected from the paved parking area directly to the north of the Save Most Storage lockers. Accessibility to this location may be limited by the limited size of entry points. A decision regarding this sampling location will be made during the Pre-Installation/Utility Location briefing.

7. BOREHOLE LOGS

The Contractor will be responsible for providing a report or a complete copy of any field notes taken during drilling activities (e.g., first encountered stable static water level, depth to ground water). UDEQ will prepare borehole logs, as deemed necessary, in cooperation with the Contractor during the drilling activities

8. SITE RECLAMATION/ABANDONMENT

After completion of the Work, all used PPE, other refuse, and unused materials shall be removed from the site and properly disposed of by the Contractor in accordance with EPA guidance. Any drill cuttings, waste water, decontamination solutions, or other wastes generated during this investigation shall be the responsibility of the Contractor and shall be handled in accordance with applicable EPA guidance.² The Contractor shall also be responsible for ground cover replacement (e.g., sod, asphalt, concrete) if deemed necessary by the UDEQ Project Manager; however, this study is intended to be as non-destructive as possible to surrounding fixtures, landscaping, surface seals, and so forth

9. INDEMNIFICATION, INSURANCE, and LIENS

The Contractor shall comply with the provisions outlined in Exhibit 2: Indemnification, Insurance, and Liens Requirements for Drilling Services. Prior to UDEQ issuing a Notice to Proceed authorizing the Contractor to commence Work, the Contractor shall submit a Certificate of Insurance and Endorsement, which provides evidence of insurance coverage as specified in Exhibit 2. Certificates that are determined to be incomplete in the Department's opinion will be returned for resubmission by the Contractor. The Certificates of Insurance and Endorsement shall be in a form substantially similar to Exhibit 2A in Part II, Scope of Work. The Contractor shall, upon request, provide a Certificate of Insurance and Endorsement to the property owner(s).

10. DIFFERING SITE CONDITIONS

The Contractor accepts the conditions at the Beck Street Site as they eventually may be found to exist and warrants and represents that the Contract can and will be performed under such conditions, and that all materials, equipment, labor, and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Contract to the contrary notwithstanding.

² U.S. Environmental Protection Agency, Office of Emergency and Remedial Response, Management of Investigation-Derived Wastes During Site Inspections, OERR Directive 9345.3-02, May 1991.

Scope of Work Exhibit 1

Example: Site Health and Safety Plan

SITE HEALTH AND SAFETY PLAN

A. Site Hazard Evaluation

The contamination likely to be encountered at the Site consists of chlorinated solvent contaminated soils or water from the groundwater solvent plume reportedly at the Site. The primary exposure pathways are ingestion of contaminated soils or water by hand to mouth, absorption through direct contact with skin, and inhalation of particulates from contaminated soil or water encountered during drilling and sampling. No special site entry procedures will be necessary.

EXAMPLE

B. Site Investigation Team - Responsibility

Project Manager: _____ Safety Officer: _____ Sampler: _____

C. Personal Protection Equipment (PPE)

Based on the minimum exposure expectation at the Site, modified Level D PPE will be worn by workers at all times. The use of air purifying respirator (APR) equipment is not expected unless conditions warrant so. Modifications of the protection level are not expected, however, the Contractor shall have Level C PPE available for use, if deemed necessary at the site.

D. Surveillance and Monitoring Equipment

On-site air monitoring will not be required based on characteristics and concentrations of likely contaminants and exposure routes. An upgrade to Level C PPE will be conducted, if necessary.

E. Disposal of Investigation Derived Material

It will be the responsibility of the Contractor to see that all drill cuttings, waste water, used PPE, and decontamination solutions are properly stored and disposed of (see Section 8, Site Reclamation/Abandonment, in Part II, Scope of Work).

F. Emergency Information

Police:	911 or 799-3000
Hospital:	408-1100 LDS Hospital
Address:	8 th Avenue & C Street, Salt Lake City
Poison Control Center:	1-800-456-7707
Poison Control Center (SLC):	1-801-581-2151
Salt Lake Valley Health Dept:	1-801-468-2700
Blue Stake Location Service:	532-5000 (1-800-662-4111)

The closest medical hospital is **LDS Hospital** located at 8th Avenue & C Street, Salt Lake City, Utah, 801-408-1100. Driving directions from the site are: proceed south on Beck Street to Victory Road (184) turnoff on the left. Follow 184 as it makes its way towards the State Capital. Make a left onto 300 North and then make a right turn at State Street. At the intersection of State and North Temple make a left. This will be 2nd Avenue, proceed along 2nd Avenue and make another left at C Street. Proceed north to 8th Avenue. The estimated travel time is 15 minutes.

Scope of Work EXHIBIT 2

Indemnification, Insurance, and Liens Requirements for Drilling Services

1. INDEMNIFICATION

Contractor shall fully defend, indemnify and hold harmless the Department of Environmental Quality (Department), and the State from claims or suits by third parties for loss or damage to property, bodily injury, including death, or other injury or damage arising from the performance of this Contract, including but not limited to, attorney's fees and litigation expenses, to the extent caused by the acts or failure to act of the Contractor or its subcontractors at any tier. In addition, Contractor agrees to fully defend, indemnify and hold harmless the State, and the Department from claims or suits by third parties for loss of or damage to property or bodily injury, including death, or other injury or damage arising from the Work at the Site, including inspection or general supervisory negligence of the Department or the State, but not including final inspection or such claims or suits as may be caused by the sole negligence of the State or the Department.

2. INSURANCE

a. Contractor shall procure and maintain insurance of the kinds and in the amounts hereinafter described from insurance companies admitted or approved to do business in the State. The insurance companies shall be rated by A. M. Best Company as "A" or better with a financial category size of Class X or larger by at the time the Contract is executed. Contractor expressly understands and agrees that any insurance protection required by this Contract shall not in any way limit Contractor's obligations under this Contract, shall not be construed to relieve the Contractor from liability in excess of the insurance coverage provided, and shall not preclude the Department from taking such other actions as are available to it under any provision of this Contract or otherwise in law. The cost of the Contractor's insurance obligation is included in the Contract amount.

b. Required Liability Coverage.

i. Contractor is required to procure and maintain Commercial General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual obligations (including this Contract), personal injury and death (including employees) catastrophic occurrences, and accidental automobile liability insurance with limits of not less than \$1,000,000 each occurrence, and not less than \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate. The Aggregate limit shall be designated as applying to this Contract.

ii. Contractor shall keep said insurance in full force and effect until all Work, including required warranty Work, is completed and accepted by the Department. If the insurance coverage is written on a "claims-made" basis, the required Certificate of Insurance shall so indicate and the policy shall contain an extended reporting period provision or similar "tail" provision such that claims reported up to three years beyond the date of final acceptance of the Work by the Department are covered.

iii. The insurance policy shall: (a) name the State and the Property Owner as additional insureds; (b) state that the coverage for the State is primary and not contributing; (c) state that other insurance held by or for the benefit of the State applicable to losses is excess over the policy and that the amount of the insurance company's liability under the policy, shall not be reduced by the existence of such other insurance, provided the loss was not caused solely by the negligence of the State; (d) include an Endorsement for property damage coverage; (e) be specifically endorsed to eliminate any exclusions for explosion, collapse, or underground hazards; and (f) state that the policy is modifiable or cancelable only on the insurer's written notice mailed to the Department via

certified mail, return receipt requested, at least thirty (30) days in advance of modification or cancellation.

iv. Insurance required by this Contract may be arranged under a single policy for the full limit required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

v. Contractor shall notify the Department within thirty (30) days of any claims against the Contractor, and, if such claims exceed 20% of the applicable required insurance limits, the Department may require Contractor to increase the policy limits to provide full protection at the original limits.

c. Before the Department will issue a Notice to Proceed authorizing the Contractor to commence Work, Contractor must furnish to the Department Certificates of Insurance and Endorsement evidencing insurance coverage as specified above. The insurance certificates shall contain provisions that no cancellation, material change or non-renewal of the policy(s) shall become effective except upon thirty (30) days prior written notice to the Department as evidenced by a certified mail return receipt. Certificates that are determined to be incomplete in the Department's opinion will be returned for resubmission by the Contractor. The Certificates of Insurance and Endorsement shall be in a form substantially similar to Exhibit 2A attached. Contractor shall provide a Certificate of Insurance and Endorsement to the Property Owner.

3. LIENS

a. Contractor shall not permit or suffer any mechanic's or a material man's lien to be filed of record by Contractor or by any subcontractor, laborer or material vendor on account of any Work performed under this Contract or against any of the monies to become due to the Contractor from the Department. However, the Contractor shall not be in default of this provision if it is contesting such lien in good faith and posts a bond or other security in form, substance and amount satisfactory to the Department.

b. The final payment shall not become due until the Contractor has delivered to the Department:

i. A complete release of all liens, financial obligations or claims from itself, subcontractors, suppliers of material or other agents acting on its behalf in connection with the Work, arising out of the Work or a bond or other security acceptable to the Department as to form, amount and substance; and

ii. An affidavit that so far as the Contractor has knowledge or information, that the releases include all the labor and material for which a lien could be filed.

c. Payment need not be made to the Contractor until such time as the Department is satisfied as to the absence of liens and/or the possibility of such liens being asserted and/or being imposed, unless Contractor bonds or secures title insurance or other surety over such liens in a manner acceptable to the Department. The cost of such compliance shall be borne solely by the Contractor and shall not be reflected in the Contract amount or asserted as a Contract extra.

d. If at any time, there shall be evidence of any lien or claim which the Department might become liable, or which should be charged to the Contractor, the Department shall have the right to retain out of the final payment due, an amount sufficient to indemnify the Department against such lien or claim, including bond

premiums and attorneys' fees. The Department may apply the retained amounts in any manner it deems proper to secure protection and/or satisfy such claims and liens.

e. If any lien remains unsatisfied, asserted or is discovered after final payment is made, the Contractor shall refund to the Department all monies that the Department may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee. Contractor shall indemnify, defend and hold harmless the Department from any loss, costs, claims or damage, including the Department's attorney's fees, arising as a result of any unsatisfied lien claim against individual properties or the Site.

Scope of Work EXHIBIT 2A

Certificate of Insurance and Endorsement (To be submitted by Contractor in form similar to attached forms.)

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY %AID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
A	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
B	EXCESS LIABILITY					
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
A	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
	OTHER				DISEASE - EACH EMPLOYEE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS	(LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE DEDUCTIBLES OR RETENTIONS)

SEE "ADDITIONAL INFORMATION" ATTACHED AND INCORPORATED HERE BY REFERENCE

CERTIFICATE HOLDER

STATE OF UTAH
UDEQ-DERR
Project Manager _____
168 North 1950 West, 1st Floor
Salt Lake City, UT 84114-4840

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENTER YOU TO MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

CORD 25-S (3/93)

© ACORD CORPORATION 1992

ADDITIONAL INFORMATION		ISSUE DATE (MM/DD/YY)
PRODUCER	CERTIFICATE HOLDER	
INSURED		
<p>TEXT</p> <p>AS RESPECTS THE ABOVE LIABILITY INSURANCE POLICIES:</p> <p>A. THE STATE OF UTAH IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF CONTRACTOR'S WORK UNDER THE CONTRACT, INCLUDING BUT NOT LIMITED TO GENERAL SUPERVISION OF WORK PERFORMED UNDER THE CONTRACT.</p> <p>B. THE COVERAGE FOR THE STATE OF UTAH IS PRIMARY AND NOT CONTRIBUTING.</p> <p>C. OTHER INSURANCE OF THE STATE OF UTAH APPLICABLE TO LOSS IS EXCESS OVER THIS INSURANCE, AND THE AMOUNT OF THE INSURANCE COMPANY'S LIABILITY UNDER THIS POLICY, SHALL NOT BE REDUCED BY THE EXISTENCE OF SUCH OTHER INSURANCE, PROVIDED THE LOSS WAS NOT CAUSED SOLELY BY THE NEGLIGENCE OF THE STATE OF UTAH.</p> <p>D. THE INSURANCE POLICIES SHALL NOT BE CIRCUMSCRIBED BY ANY ENDORSEMENTS LIMITING THE BREADTH OF COVERAGE.</p> <p>E. PROPERTY DAMAGE COVERAGE INCLUDED.</p> <p>F. THERE ARE NO EXPLOSION, COLLAPSE, AND UNDERGROUND HAZARDS (X,C,U) EXCLUSIONS.</p>		
PAGE 2		

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement, effective _____ forms a part of

Policy No _____ issued to _____

By:

This Endorsement modifies insurance provided under the following:

- a. The state of Utah and Property Owner(s) are/is included as additional insureds with respect to liability arising out of Contractor's Work under the Contract, including but not limited to general supervision of Work performed under the Contract.
- b. The coverage for the state of Utah is primary and not contributing.
- c. Other insurance of the state of Utah applicable to loss is excess over this insurance, and the amount of the insurance company's liability under this policy, shall not be reduced by the existence of such other insurance, provided the loss was not caused solely by the negligence of the state of Utah.
- d. The insurance policies shall not be circumscribed by any Endorsements limiting the breadth of coverage.
- e. Property damage coverage included.
- f. There are no explosion, collapse, and underground hazards exclusions.

AUTHORIZED REPRESENTATIVE



No Scale

N

Utah Department

